under seal, will have the same effect. *Aldrich v. Parnell,* 147 Mass., 409; *Ayer v. Ashmead,* 31 Conn., 447, and oral testimony is inadmissible to change the effect of such an instrument. *Goss v. Ellison,* 136 Mass., 503. In accordance with the position taken in the principal case, it is quite generally held that an express stipulation that it shall not have that effect is of no avail. *Abb v. No. Pac. R. R.,* 28 Wash., 428; *McBride v. Scott,* 132 Mich., 176; *Dulaney v. Buffun,* 173 Mo., 1. Yet in *Walsh v. N. Y. C. & H. R. R.,* 140 N. Y. App., 1, and in *Carey v Bilby,* 129 Fed., 203, such an instrument was regarded as a covenant not to sue, and a covenant not to sue does not operate as a release. *Texarkana Tel. Co. v. Pemberton,* 86 Ark., 330. There is a tendency in some jurisdictions to allow the intention of the parties to regulate the extent to which a release not under seal shall be given effect, *Bloss v. Plymale,* 3 W. Va., 393, and it will not operate as a release where the instrument shows it was not intended to have that effect. *Edens v. Fletcher,* 79 Kan., 139. In *Fitgerald v. Stockyards,* 89 Neb., 393, it was held not to be a release unless it was agreed between the parties that payment was in full for all damages suffered, and parol evidence is admissible to show the real intention. Where the release is of one not shown to be a wrongdoer it will not operate to discharge the others who are responsible. *Western Tub. Co. v. Zang,* 85 Ill. App., 63; *Thomas v. Central R. R. Co.,* 194 Pa., 511. Even under such circumstances it has been given the effect of a release by some courts. *Miller v. Beck & Co.,* 108 La., 575; *Hartigan v. Dickson,* 81 Minn., 284.

WITNESSES—CROSS-EXAMINATION TO INDICATE BIAS.—WHEAT V. STATE, 57 So., 68 (ALA.).—*Held,* it is proper to ask a prosecutrix on cross-examination if she is not "mad" with defendant because he has a mortgage on her property.

A wide latitude of construction is applied in the application of the rule that it is always competent to show the hostility of a witness to a party against whom he is testifying; it being essential for the jury to differentiate between a biased and indifferent witness. *Daggett v. Tollman,* 8 Conn., 168; *Bishop v. State,* 9 Ga., 121; *John Morris Co. v. Burgess,* 44 Ill. App., 27. It is held that any question that may have a tendency to show bias is allowable on cross-examination. *State v. Krum,* 32 Kan., 372. But the extent to which the examination may go to show bias rests within the discretion of the trial judge. *State v. May,* 172 Mo., 630; *People v. Brooks,* 131 N. Y., 321. The authorities are consistent that a clear opportunity should be accorded counsel to show the nature and extent of the animosity on the part of the witness. *People v. Bird,* 124 Cal., 32; *Blanchard v. Blanchard,* 191 Ill., 450. A witness may be properly asked whether he and accused are not on unfriendly terms because of a bill the witness owes defendant. *Sanford v. State,* 143 Ala., 78. The fact that the witness is interested in defendant corporation is admissible to show bias. *Preferred Acc. Ins. Co. of N. Y. v. Gray,* 123 Ala., 482. But it is error to permit on cross-examination a question that only humiliates a witness, the

answer to which could show no possible favorable bias. *Adkinson v. State,* 48 Fla., 1. The rule that a witness may be cross-examined as to collateral matters to show bias does not apply where the witness is a party. *Carr v. Smith,* 129 N. C., 232. Neither is it competent to prove the bias of a witness by the cross-examination of another witness without having cross-examined the first witness as to his prejudice. *Davis v. State,* 51 Neb., 301.